

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ALABAMA
NORTHWESTERN DIVISION**

**JESSICA FEENEY, on behalf of)
herself and all others similarly)
situated,)**

Plaintiff,)

Civil Action No: 3:10-cv-00844-CLS

vs.)

**WALGREENS HEALTH)
INITIATIVES, INC.,)**

Defendant.)

**JOINT MOTION FOR *IN CAMERA* REVIEW OF
CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE**

Plaintiff Jessica H. Feeney, on behalf of herself and those who have filed consent to join the above-captioned civil action, and Walgreens Health Initiatives, Inc., (collectively, the “Parties”), by and through the undersigned counsel, jointly move this Honorable Court to permit them to submit the Confidential Settlement Agreement and Release (the “Agreement”) reached between the Parties for *in camera* review. In support hereof, the Parties state as follows:

1. After engaging in discovery and repeated, prolonged, good faith, arms-length negotiations, the Parties have agreed to resolve this matter in accordance with the terms set forth in their Agreement.

2. The Agreement contains strict confidentiality provisions, and a settlement between the Parties would not be possible were the Agreement not to remain confidential.

3. Therefore, to allow Court review and approval of the Agreement, while at the same time preserving the confidentiality agreement between the Parties, *in camera* review is necessary.

4. This Court has inherent power over its dockets and processes to prevent injustice to the Parties that could occur if the Agreement were placed in the public record in contravention of its terms. See Seattle Times Co. v. Rhinehart, 467 U.S. 20, 35 (1984) (courts have inherent power to “prevent abuses, oppression, and injustices”). Further, permitting the Parties to bring forth their Agreement to the Court for review is within the public interest. See Lynn’s Food Stores, Inc. v. U.S., 679 F.2d 1350, 1353 (11th Cir. 1982) (acknowledging “a policy of encouraging settlement of [FLSA] litigation”). Additionally, Court approval is necessary to effectuate a valid and enforceable release of Plaintiffs’ Fair Labor Standards Act (“FLSA”) claims. See id. (In the context of an FLSA suit brought by employees against their employer, Parties must present any proposed settlement to the district court, which “may enter a stipulated judgment after scrutinizing the settlement for fairness”).

WHEREFORE, THESE PREMISES CONSIDERED, the Parties respectfully request that this Court approve their compromise and the resolution of

the dispute between plaintiffs and defendant, and that this Court grant such other, further and different relief as this Court deems fair and just.

THIS CERTIFIES THAT ALL PARTIES HAVE AGREED TO THE ABOVE. FURTHER, THE PARTIES HAVE AGREED THAT SAMANTHA K. SMITH WILL E-FILE THE FOREGOING *JOINT MOTION FOR IN CAMERA REVIEW OF CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE*.

Respectfully submitted this the 12th day of October, 2012.

s/ Gregory O. Wiggins
Gregory O. Wiggins
Kevin W. Jent
WIGGINS, CHILDS, QUINN
& PANTAZIS, LLC
The Kress Building
301 19th Street North
Birmingham, AL 35203
ATTORNEYS FOR PLAINTIFFS

s/ Samantha K. Smith
J. Richard Carrigan
J. Trent Scofield
Samantha K. Smith
OLGETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
420 20th Street North
Suite 1900
Birmingham, AL 35203
ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I, the undersigned counsel, do hereby certify that I electronically filed the foregoing document with the Clerk of the Court using the ECF system on October 12, 2012, which sent notification and a copy of such to all parties of record and to the following:

Michael L. Weathers
114 West Dr. Hicks Blvd
Florence, Alabama 35630

s/ Samantha K. Smith
OF COUNSEL